

STATE OF SOUTH CAROLINA
 COUNTY OF CHARLESTON
 Bank of America, N.A.,
 Plaintiff,
 v.
 Florine Beeson,
 Defendant.

IN THE COURT OF COMMON PLEAS
 FOR THE NINTH JUDICIAL CIRCUIT
 C/A NO: 2009-CP-10-04869
 AMENDED
**ORDER GRANTING THIRD PARTY
 BIDDER'S MOTION FOR NON-
 COMPLIANCE WITH BID AND ORDERING
 OCCUPANTS TO VACATE**

THIS MATTER came before me on June 22, 2015 on the Motion for Non-Compliance with Bid filed by third-party bidder, John Derbyshire (hereinafter "Third Party Bidder"). Present at the hearing was William P. Stork, Esquire, counsel for the Plaintiff; Third Party Bidder and his attorney, John Massalon, Esquire; and Defendant Florine Beeson's son, Henry Beeson¹ (hereinafter "Defendant's Son"), appearing *pro se*. After careful review of the pleadings, memoranda presented, arguments of counsel, the South Carolina Rules of Civil Procedure and the applicable case law interpreting those rules, I make the following findings of fact and conclusions of law:

FINDINGS OF FACT

I FIND THAT the Plaintiff filed the instant foreclosure action regarding property located at 860 King Street, Mount Pleasant, South Carolina (hereinafter the "Property") in Charleston County on August 5, 2009. The Defendant was properly served with the Summons and Complaint on August 9, 2009 as is evidenced by the Affidavit of Service filed August 11, 2009. The Defendant filed an answer on September 1, 2009. This matter was referred to me by virtue of the Order of Referenced filed October 5, 2009.

The Master's Order of Foreclosure and Sale was filed on May 6, 2015. On June 2, 2015 the Property was sold at public auction where the Third Party Bidder was the high bidder. Third Party Bidder remitted the required deposit to the court.

Subsequent to the auction, Defendant's Son repeatedly harassed and threatened Third Party Bidder. Third Party Bidder feared for the safety of his family and himself due to the threats levied by Defendant's Son. As a result, on June 12, 2015, Third Party Bidder requested that the court allow him leave to not comply with his bid. In an attempt to mitigate any damages to the court or the Plaintiff, Third Party Bidder offered to pay court costs and fees. His stated

¹ Beeson had provided a Power of Attorney to Plaintiff which did not comply with State law. He was allowed to appear on that limited basis.

FILED
 2015 JUN 30 AM 11:36
 CLERK J. ARMSTRONG
 CLERK OF COURT

reason for the motion before the court are the extreme circumstances surrounding this matter and that he fears that his life and the lives of his family members will be in danger if he does comply with the bid.

CONCLUSIONS OF LAW

A Court sitting in equity has the inherent power to do all things reasonably necessary to ensure that just results are reached to the fullest extent possible. *Ex Parte Dibble*, 279 S.C. 592, 595, 310 S.E.2d 440, 442 (Ct. App. 1983). Equity fashions a remedy for a wrong when justice demands it. *State ex rel. Daniel v. Strong*, 185 S.C. 27, 192 S.E. 671 (1937). A Court sitting in equity may grant relief where denying the relief sought would cause one party to suffer a gross wrong at the hands of another. *Hooper v. Ebenezer Senior Servs. & Rehab. Ctr.*, 386 S.C. 108, 116-17, 687 S.E.2d 29, 33 (2009).

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Third Party Bidder is relieved of his duty to comply with his bid.

IT IS FURTHER ORDERED that the Third Party Bidder will pay the fees and costs associated with the subject motion. These are as follows:

Attorney's Fees:	\$ 2,056.00
County Commission	\$ 2,500.00
Publication costs:	<u>\$ 1,978.06</u> (\$989.03 for June sale, \$989.03 for August 4, 2014 sale)
TOTAL:	\$ 6,534.06

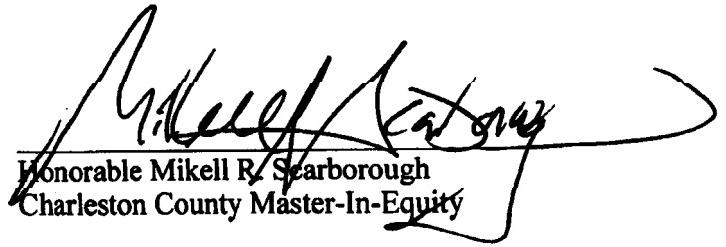
IT IS FURTHER ORDERED that Defendant Florine Beeson, Defendant's Son, and all other occupants and/or tenants of the Property must vacate the premises on or before July 31, 2015.

IT IS FURTHER ORDERED that Defendant and her son are not to interfere with any further hearing or sale of the property, or be subject to the contempt powers of this Court.

IT IS FURTHER ORDERED that in the event Defendant files an appeal, bond in the amount of \$150,000 U.S. must be posted with the Charleston County Clerk of Court on or before July 22, 2015.

(Signature page to follow)

AND IT IS SO ORDERED!



Honorable Mikell R. Scarborough
Charleston County Master-In-Equity

Charleston, South Carolina
Dated this 30th day of June, 2015

2009-CP-10-4869

Case No: 2009-4869

Now comes Henry Beeson, Agent and Best Friend of his Mother giving appearance and I apologize for the late activity on this case your Honor but I got no timely concurrence on this case Judge from opposing counsel what so ever, and it was pure luck I even got any notice from my old counselor, or I would not have gotten any time at all to go forward on this case Judge, and that is ~~the god's own truth sir go forward on this case judge, error~~ and that is the god's own truth sir. Clearly judge this is a flagrant violation of due process and I would TOTALLY OBJECT AND CLAIM DENIAL OF DUE PROCESS OF LAW. I FURTHER WOULD OBJECT AND ALLEGE FRAUD, BANK FRAUD, MORTGAGE FRAUD, PERJURY, AND DENIAL OF my BASIC CONSTITUTIONAL RIGHTS AS WELL. BY THE BANK, WHO FOR THE RECORD WERE CIVILLY DEACEASED AND OUT OF BUSINESS MONTHS BEFORE THIS ACTION COMMENCED ON JUNE 2ND, 2015 AND WERE TECHNICALLY A DEAD PARTY IN LAW JUDGE AND AGAIN I OBJECT TO THIS OBVIOUS FRAUD AND CITE U.S. VS. TWEEL, 550 U.S. 297- 300 HOLDING FRAUD VOIDS THE MOST SACRED CONTRACT AND THAT CASE ALONG WITH

RUFF VS. ISSAC No95- 0395 CHGENESEE CIRCUIT COURT
BEFORE DOCTOR OFF,P.J. KELLY,J.J., YOUNG, J.J.
CLEARLY MANDATE THE PLAINTIFF'S RETURN ALL MY
MOTHERS HOME AND OR PROPERTY

IMMEDIATELY AND DISMISS THIS CASE AND THAT AND
RESOLVES THIS WHOLE CASE IN IT'S ENTIRETY, AND I
RESPECTFULLY PRAY FOR THE JUST RELIEF OF THIS
HONORABLE COURT TO GRANT ME AND MY MOTHER
YOUR RELIEF AND I THANK THE COURT FOR ITS
VALUABLE TIME AND OR TROUBLE. THANK YOU JUDGE!!
MOST RESPECTFULLY SUBMMITED.

Henry Beeson *Henry Beeson*

Is that your final appealable rulling ?

If yes!

I give you my final notice and claim of appeal and motion
for stay pending the out come of the appeal.

Peggy Q. Mitchem
Notary Public

My Commission Expires
11-21-2016

LEGAL NOTICE

TO ALL PUBLIC SERVANTS

Notice to the Principal is notice to the Agent

Notice to the Agent is Notice to the Principal

All public servant immunities are revoked as of September 1, 2013 by Papal decree, under international judicial cooperation to prevent criminal activities, threatening human dignity, the common good and peace, as they relate to the improper use of the markets and economy, among other things. "Apostolic Letter Romano, entering into force on 1 September 2013".

You are hereby noticed that there are active proceedings ongoing regarding remedy in this matter. Any legal action, including but not limited to, eviction, restraints, repossession, or court orders interfering with my right to possession and depriving me of my right to be secure in my personal property, thereby causing me undue duress and harm, will be considered unlawful seizure and a direct personal violation and trespass upon, but not limited to, my fourth amendment and claimed beneficiary birth rights and will be remedied to the full extent of the law.

**You are now held personally liable for your own actions.
Enforcement will be through the International Common Law World Courts.**

YOU ARE HEREBY NOTICED

Florine Benson **True Beneficiary**

August 12, 2014
DATE

Ref: http://www.Gold-Shield-Alliance.com/papal_decree

Attention all parties under oath of office and agents thereof, including but not limited to: judges, attorneys, all law enforcement personnel, military, all elected, appointed & governmental employees, all departments of government, private corporate agents/agencies of government, the Federal Reserve, its banks and all of its subsidiaries, all government issued licensed entities and individuals (aka public servants).

- b) papal legates and diplomatic personnel of the Holy See. [The Pope governs the Church/people/trust, all the people in the Birth Trust, through the Roman Curia, the governing body of the Vatican]
- c) those persons who serve as representatives, managers or directors, as well as persons who even de facto manage or exercise control over the entities [public servants] directly dependent on the Holy See [trust beneficiaries] and listed in the registry [through birth certificates] of canonical juridical persons [legal fiction represented by your birth certificate ALL CAPS NAME] kept by the Governorate of Vatican City State;
- d) any other person holding an administrative or judicial mandate in the Holy See, permanent or temporary, paid or unpaid, irrespective of that person's seniority. [all public servants]
4. The jurisdiction referred to in paragraph 1 comprises also the administrative liability of juridical persons arising from crimes, as regulated by Vatican City State laws. [public servants are now liable for crimes against humanity]
5. When the same matters are prosecuted in other States, the provisions in force in Vatican City State on concurrent jurisdiction shall apply.
6. The content of article 23 of Law No. CIX of 21 November 1987, which approves the Judicial Order of Vatican City State remains in force.

This I decide and establish, anything to the contrary notwithstanding.

I establish that this Apostolic Letter issued Motu Proprio [on his own impulse] will be promulgated by its publication in L'Osservatore Romano, entering into force on 1 September 2013.

Given in Rome, at the Apostolic Palace, on 11 July 2013, the first of my Pontificate.

[Synopsis: Church = People = Trust

The Vatican created a world trust using the birth certificate to capture the value of each individual's future productive energy. Each state, province and country in the fiat monetary system, contributes their people's value to this world trust identified by the SS, SIN or EIN numbers (for example) maintained in the Vatican registry. Corporations worldwide (individuals became corporate fictions through their birth certificate) are connected to the Vatican through law (Vatican to Crown to BAR to laws to judge to people) and through money (Vatican birth accounts value to IMF to Treasury (Federal Reserve) to banks to people (loans) to judges (administration) and sheriffs (confiscation).

Judges administer the birth trust account in court matters favoring the court and the banks, acting as the "beneficiary" since they have not properly advised the "true beneficiary" of their own trust. Judges, attorneys, bankers, lawmakers, law enforcement and all public officials (servants) are now held personally liable for their confiscation of true beneficiary's homes, cars, money and assets; false imprisonment, deception, harassment, and conversion of the true beneficiary's trust funds.]

THIS OFFER IS TIME SENSITIVE JUNE 10, 2015

TO- BROCK & SCOTT PLLC.

FAX: 336-455-7305 Phone 803-454-3540

From-Henry Beeson (Power of Attorney) (843-860-8176)

Signature: *Henry Beeson*

Home owner Florine Beeson on 860 King Street :

LOAN NUMBER: 161353222

I,Florine Beeson,give my (son) Henry Beeson power of
Attorney concerning the property above:

Signature : *Florine Beeson*

URGENT

For some one with the authority to accept my offer with
payment . My proposal :

To settle my Mother's account in full : I will exchange
one 5 K dinar note CHINESE exchange rate (I Q N)

valued oil credits @ \$95.00 per dinar = \$485,263.00

Peggy R. Mitchell
Notary Public

*My Commission Expires:
Nov. 21, 2016*



JULIE J. ARMSTRONGCLERK OF COURT, C.P. & G.S.
100 BROAD STREET, SUITE 106
CHARLESTON, SC 29401-2258

RETURN SERVICE REQUESTED



clerkofcourt.charlestoncounty.org

FLORINE BEESON
IN C/O HENRY BEESON.
666 KING ST
MOUNT PLEASANT SC 29464-4520

NOTICE OF ENTRY OF JUDGMENT/ORDER PURSUANT TO RULE 77 SCRCMP**Amended Master's Order granting 3rd party bidder mot****CASE NO: 2010CPJ00062****Bac Home Loans Servicing L P Etc , plaintiff, et al VS Florine Beeson**

This judgment was entered on the 30th day of June, 2015, and notice mailed first class on Wednesday, July 01, 2015, to all counsel of record and/or all parties entitled to receive notice.

You may view and download this document at <http://clerkofcourt.charlestoncounty.org> or obtain a copy in person at the Clerk of Court's Office during regular Charleston County business hours

Fax Call ReportHP LaserJet M3035 MFP Series
Page 1Fax Header Information

Bank of America
8434162576
10-Jun-2015 04:59 PM

Job	Date/Time	Type	Identification	Duration	Pgs	Result
7070	10-Jun-2015 04:57 PM	Send	91336455/300	0:48	1	Success

THIS OFFER IS TIME SENSITIVE JUNE 10, 2015

TO- BROCK & SCOTT PLLC.

FAX: 336-455-7305 Phone 803-454-3540

From-Henry Beeson (Power of Attorney) (843-860-8176)

Signature: *Henry Beeson*

Home owner Florine Beeson on 860 King Street :

LOAN NUMBER: 161353222

I,Florine Beeson,give my (son) Henry Beeson power of
Attorney concerning the property above:

Signature : *Florine Beeson*

URGENT

For some one with the authority to accept my offer with
payment . My proposal :

To settle my Mother's account in full : I will exchange
one 5 K dinar note CHINESE exchange rate (IQN)

valued on credits @ \$95.00 per dinar = \$485,263.00

Peggy R. Mitchell
Notary Public

My Commission Expires:
Nov. 21, 2016

THIS OFFER IS FOR (1) DAY ONLY

June 9, 2015

TO- BROCK & SCOTT PLLC.

FAX: 336-455-7305 Phone 803-454-3540

(Power of Attorney) (843-860-8176

Henry Beeson

Signature:

Henry Beeson

LOAN NUMBER: 161353222

Owner of the property on 860 King Street,

I Florine Beeson giving my son Henry Beeson power of Attorney
concerning the property above:

Signature : Florine Beeson

To settle my Mothers account in full : I will exchange
one 5 K dinar note CHINESE exchange rate (I Q N)
valued oil credits @ \$95.00 per dinar = \$485,263.00

Peggy Q. Mitchem
Notary Public

My Commission Expires:
11-21-2016

Fax Call Report

HP LaserJet M3035 MFP Series
Page 1

Fax Header Information

Bank of America
8434162576
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7070	10-Jun-2015 04:57 PM	Send	913364557305	0:48	1	Success

THIS OFFER IS TIME SENSITIVE JUNE 10, 2015

TO- BROCK & SCOTT PLLC.

FAX: 336-455-7305 Phone 803-454-3540

From-Henry Beeson (Power of Attorney) (843-860-8176)

Signature: *Henry Beeson*

Home owner Florine Beeson on 860 King Street :

LOAN NUMBER: 161353222

I,Florine Beeson,give my (son) Henry Beeson power of
Attorney concerning the property above:

Signature : *Florine Beeson*

URGENT

For some one with the authority to accept my offer with
payment . My proposal :

To settle my Mother's account in full : I will exchange

one 5 K dinar note CHINESE exchange rate (I Q N)

valued oil credits @ \$95.00 per dinar = \$485,263.00

*Peggy R. Mitchell
Notary Public*

*My Commission Expires:
Nov. 31, 2016*

[REDACTED]

Palmetto Homes, LLC.
450 Meeting Street
Charleston, SC 29403
843/958-0340 Fax 843/853-3562

June 02, 2015

Resident
860 King Street
Charleston SC 29403
Mt. Pleasant, SC. 29464
Re: Master In Equity Purchase

Dear Resident;

Our company has purchased the home in which you are residing. Whether you are the former owner or a renter of the property, I will need for you to call me as soon as possible at 958-0340. If you are the renter of the property I will need a copy of your lease faxed to 843-958-0406.

Corporate office is located: 450 Meeting Street
 Charleston SC 29403
 843-958-0340

I look forward to speaking with you.

Sincerely,

John Derbyshire
843-568-2700

POWER OF ATTORNEY**Henry Beeson****Florine Beeson v Bank Of America****Loan Number : 161353222****CERTIFIED mail number :****7009 3410 0000 5501 8009**

This is a constructive notice Title 15 U.S code fair debt collection act section 1692 George Lis Pendens, you are about to be sued.

Sincerely,**Henry Beeson**

<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Registered Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the envelope or on the front if envelope is不足. <p>1 Article Attached to:</p> <p>TO-- Brock & Scott, PLLC 3800 Fernandina Road Suite 110 Columbia, S.C 29210</p>		<p>A. Signature <i>X / Henry Beeson</i></p> <p>B. Received by (Printed Name) <i>Heather Lindner</i></p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>2. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery </p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> <p>5. Article Number (Transfer from service label) 7009 3410 0000 5501 8009</p> <p>PS Form 3811, July 2013 Domestic Return Receipt</p>
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1

1 STATE OF SOUTH CAROLINA
2 COURT OF COMMON PLEAS
3 COUNTY OF CHARLESTON

4 Bank of America, N.A.,

5 Plaintiff,

6 vs. CASE NO. 2009-CP-10-4869

7 Florine Beeson,

8 Defendant.

9
10
11 Hearing before the Honorable Mikell R.
12 Scarborough, reported by Christine A. Smith, Court
13 Reporter and Notary Public, at 12:11 p.m. on
14 June 22, 2015 at 100 Broad Street, Charleston,
15 South Carolina.

16
17 **COPY**
18
19
20

21 Christine A. Smith, Court Reporter
22 Master-in-Equity
23 P.O. Box 30276
24 Charleston, South Carolina, 29417
25 (843) 958-5071
casmith@charlestoncounty.org

1 APPEARANCES OF COUNSEL:

2 ATTORNEYS FOR THE PLAINTIFF:

3 William P. Stork, Esq.
4 Brock & Scott, PLLC
5 Westpark Center
6 3800 Fernandina Road, Ste. 110
7 Columbia, SC 29210
8 (803) 454-3540

9 ATTORNEYS FOR THE DEFENDANT:

10 Henry Beeson, Pro Se
11 860 King Street
12 Mt. Pleasant, SC 29464
13 (843) 860-8176

14 ATTORNEY FOR THE THIRD PARTY BIDDER:

15 John A. Massalon, Esq.
16 Wills Massalon & Allen, LLC
17 P.O. Box 859
18 Charleston, SC 29402
19 (843) 727-1144

1 P R O C E E D I N G S

2
3 THE COURT: We're here today in the case of
4 Bank of America versus Florine Beeson. The case
5 number is 2009-CP-10-4869. We're here on
6 Mr. Derbyshire's request that he be relieved from
7 having to purchase the property. He, having been the
8 successful purchaser of the sale held on June 2nd of
9 this month -- he's here, it looks like, with Counsel.

10 MR. MASSALON: Yes, Your Honor. I'm John
11 Massalon. I'm here for Mr. Derbyshire.

12 THE COURT: And also present, Mr. Will Stork.

13 MR. STORK: Yes, Your Honor.

14 THE COURT: Mr. Stork, is here for the Bank of
15 America, the Plaintiff?

16 MR. STORK: That's correct, Your Honor.

17 THE COURT: And you, sir, are?

18 MR. BEESON: Henry Beeson.

19 THE COURT: Henry Beeson?

20 MR. BEESON: Yes, sir.

21 THE COURT: Mr. Beeson. I got a letter handed
22 to me this morning. It looks like it was clocked in
23 this morning. I've gotten -- previously in the
24 file -- I went through the file this morning in
25 preparation for the hearing today. It looked like a

1 letter. It was sent in here. It has no date or
2 address on it. It looks like it was dated June 2 of
3 '14. I note that you are not a party. This property
4 is under the name of -- I assume it's the name of
5 your mother, Florine Beeson?

6 MR. BEESON: Yes, sir.

7 THE COURT: So you're not a party to the
8 action. You're not represented. You really don't
9 have any standing today to be here.

10 MR. BEESON: I'm representing my mother.

11 THE COURT: Are you a member of the Bar?

12 MR. BEESON: No.

13 THE COURT: In what capacity are you
14 representing your mother?

15 MR. BEESON: I'm representing her as -- I'm
16 her son and I'm standing in her place.

17 THE COURT: Do you have a legal Power of
18 Attorney for your mother?

19 MR. BEESON: Yes, I do. Yes, sir.

20 THE COURT: Do you have that in front of you,
21 or a copy?

22 MR. BEESON: No. The Bank of America does
23 have it. It's been faxed to them a number of times.

24 THE COURT: Mr. Stork, are you aware of any
25 Power of Attorney that Mr. Beeson has?

1 MR. STORK: Yes, Your Honor. I have received
2 a Power of Attorney. Your Honor, may I approach?

3 THE COURT: Sure. Not recorded?

4 MR. STORK: No, Your Honor.

5 THE COURT: As it relates to the Bank of
6 America I would say that's notice to them, but I
7 would not say it's notice to the world. I didn't
8 even look. I saw where she signed below her name.
9 Was it notarized as well?

10 MR. STORK: No, Your Honor.

11 THE COURT: It's not notarized?

12 MR. STORK: Well, possibly.

13 THE COURT: Is that a witness maybe?

14 MR. STORK: It's a witness. They state their
15 commission expires 11/21/2016.

16 MR. BEESON: It was notarized.

17 MR. STORK: But none of the required notary --
18 no state, no county, nothing like that.

19 THE COURT: It's not validly executed. Again,
20 as it relates to the Bank of America I'll give you
21 the opportunity to speak. Now, let me start with
22 you, Mr. Stork. Take me through the sale of the
23 property. Give me some history, and let's talk about
24 it.

25 MR. STORK: All right, Your Honor. The last

1 payment that was made on this property was in July of
2 2008. It's had a long circuitous history regarding
3 loss mitigation which was subsequently denied.

4 There was a bankruptcy that was filed which
5 ended up being released. I believe it was a
6 Chapter 7.

7 THE COURT: Was the property released at
8 bankruptcy?

9 MR. STORK: I believe so, Your Honor. I do
10 not have that information directly in front of me,
11 but I believe so. The property subsequently sold in
12 June to Mr. Derbyshire, who from my understanding put
13 down the initial deposit, and subsequently requested
14 this hearing seeing that -- would like to decline
15 this bid due to fears of reprisal from the party.

16 THE COURT: Okay. I saw where the notice of
17 bankruptcy had been filed, and I think Mr. Nathan
18 Davis had appeared as the attorney of record on
19 behalf of ^{Florence} Nadine (sic) Beeson.

20 MR. STORK: That's correct, Your Honor. He's
21 still listed as the attorney of record.

22 THE COURT: And he's been provided notice of
23 this hearing, is my understanding. Mr. Beeson, are
24 you aware of where Mr. Davis is?

25 MR. BEESON: I talked to Mr. Davis here -- I

1 believe it was -- if I remember it correctly I called
2 Friday and asked if ~~she~~ needed to be present. I
3 asked him if he was going to be there. He said he
4 was not. So I'm stuck with it.

5 THE COURT: Let me ask this question of you.
6 I noticed also in the filing that you were the person
7 that received the service of process. Does your
8 mother -- is she aware of this process? Does she
9 know what's going on?

10 MR. BEESON: She's kind of in and out. She's
11 not real stable. She's not real healthy. She's
12 getting up in age.

13 THE COURT: What age is she?

14 MR. BEESON: She's 83 now.

15 THE COURT: 83 years old?

16 MR. BEESON: Yes, sir.

17 THE COURT: And you're aware that there hasn't
18 been a mortgage payment made since 2008?

19 MR. BEESON: Yes, sir, I am. May I approach
20 the bench? I've got --

21 THE COURT: No. No, you may not. How do you
22 anticipate trying to stay in this property if you
23 haven't made a mortgage payment in seven years?

24 MR. BEESON: Well, sir, Bank of America is
25 outrageous. ?

1 THE COURT: Well, I'm going to stop you right
2 there. I'm familiar with the Bank of America and
3 their problems. Mr. Massalon, let me hear from you
4 on behalf of Mr. Derbyshire.

5 MR. MASSALON: Your Honor, Mr. Derbyshire
6 submitted a letter to the Court, which I believe you
7 got a copy of dated June 12th. I believe that letter
8 adequately covers the grounds for his request. As he
9 says he put in the bid, but through some subsequent
10 communications with Mr. Beeson he's concerned about
11 reprisals toward him and his family. ?

12 Under these circumstances we ask that you
13 exercise your equitable powers to relieve him of his
14 obligations under the bid. He's willing to forfeit
15 his deposit, pay the costs that are associated with
16 readvertising it, and he doesn't want to be barred or
17 precluded from any subsequent participation. It's
18 just under these circumstances he feels like he would
19 be putting himself and his family in jeopardy if he
20 were to try to proceed with this. ?

21 THE COURT: What is the bank's position,
22 Mr. Stork?

23 MR. STORK: Your Honor, the Bank of America
24 would just ask that the Court examine all the facts
25 and circumstances surrounding Mr. Derbyshire's

1 allegations before submitting their order. If the
2 Court does allow Mr. Derbyshire to not comply with
3 the order we ask that, as he offered to forfeit court
4 costs and fees we would also ask that he pay the
5 publication cost for the original sale and for the
6 readvertised sale.

7 Your Honor, we would also ask that the Court
8 possibly submit some form of order preventing
9 Mr. Beeson from contacting any subsequent purchasers
10 and threatening them in any manner.

11 THE COURT: Mr. Derbyshire, did you get a
12 threat on your safety or person?

13 MR. DERBYSHIRE: Well, I -- I just -- it
14 was -- I really don't want to get into all that.

15 THE COURT: Well, I'm going to put the man out
16 of his house is what I'm going to do, but I'm only
17 going to do it if I'm afraid that he's going to try
18 to do this to somebody else.

19 Mr. Beeson, I am going to put you-all out of
20 that house -- okay -- and/or you're going to go to
21 jail. You'll have a choice. I've given you a
22 choice. You're either going to leave the house, or
23 you're going to go to jail. I just want to make sure
24 you understand that.

25 MR. BEESON: I understand, sir.

1 THE COURT: Mr. Derbyshire buys a lot of
2 property. When he tells me he's afraid for his
3 life --

4 MR. BEESON: I --

5 THE COURT: He's had a lot of adversity in his
6 life, too. I take that serious. All right? You-all
7 are not going to remain in that house -- okay --
8 without paying a substantial amount of money.

9 MR. BEESON: Would you like me to read this to
10 you, sir?

11 THE COURT: No. I've already read your
12 letter. I've already read it.

13 MR. BEESON: Well, then, I would like to
14 appeal it.

15 THE COURT: You're welcome to appeal.

16 MR. BEESON: Yes, sir.

17 MR. MASSALON: Your Honor, I do want to
18 clarify one thing. Mr. Derbyshire offered to forfeit
19 court costs and fees. I think I said deposit, but I
20 misspoke about that. I wanted to clarify that.
21 Thank you.

22 THE COURT: That's about \$15,000, I think.
23 That might go a long way towards Mr. Beeson's appeal
24 costs.

25 What I'm going to do is I'm going to grant

1 Mr. Derbyshire's request. I'm going to relieve him
2 from having to purchase, but he will be subject to
3 whatever costs.

4 The deficiency in this case has been waived as
5 a result of a bankruptcy. He's not subject to any
6 future -- in case it sold for \$100,000 less ay the
7 next one he's not subject to any kind of judgment
8 there.

9 Mr. Beeson, I'm going to have to put you-all
10 out of the house. You're entitled to appeal my
11 ruling, but sir, you have no standing with this
12 Court. I want you to understand that. You have no
13 legal standing with this Court.

14 MR. BEESON: I have no legal standing?

15 THE COURT: Yes, sir. Your mother does, but
16 you do not. You will have to obtain counsel in order
17 to do that. What was the -- Mr. Stork, what was the
18 difference between the debt and the principal amount?

19 MR. STORK: Your Honor, at the time the order
20 was entered a little over a year ago, it looks like
21 about \$150,000 difference between total debt and
22 principal. \$461,521.49 total debt. \$311,400.35
23 still outstanding principal.

24 THE COURT: All right. So here's what I'm
25 going to do. Mr. Beeson, you do have a right to

1 appeal. Okay? You're free to do that.

2 MR. BEESON: Yes, sir. Thank you.

3 THE COURT: I'm going to order that you and
4 your mother, unfortunately, are going to need to
5 vacate the property. I'm going to give you
6 30 days --

7 MR. BEESON: Yes, sir.

8 THE COURT: -- in which to appeal. That's
9 July 22, so I'm going to order that you-all vacate
10 the property on or before July 31, 2015. That's the
11 end of next month. You've got 30 days. I'm going to
12 ask Mr. Stork to prepare an order. I'm going to
13 acknowledge your request for an appeal and tell you
14 that I'm going to go ahead and set the bond that you
15 will have to post in order to stay the removal of you
16 from the property, and that will need to be done
17 within 30 days.

18 MR. BEESON: You need me to post a bond?

19 THE COURT: Yes, sir. The bond will be in the
20 amount of \$150,000.

21 MR. BEESON: You need a bond for 150,000?

22 THE COURT: Yes, sir. That will need to be in
23 U.S. currency.

24 MR. BEESON: Okay.

25 THE COURT: Certified funds, whatever.

1 MR. BEESON: May I ask a question, sir?

2 THE COURT: Let me finish. You'll need to do
3 that by July 22nd. That's 30 days from today. You
4 also have 30 days in which to appeal, so you'll need
5 to do that.

6 MR. BEESON: July 22nd?

7 THE COURT: Yes, sir.

8 MR. BEESON: Okay. So I need to have the bond
9 posted by then?

10 THE COURT: Yes, sir.

11 MR. BEESON: Okay.

12 THE COURT: Then you need to file it with the
13 clerk of court advising this Court and advising
14 Mr. Stork and the Bank of America. If that's done
15 then you can stay in the property pending the appeal.

16 MR. BEESON: Yes, sir. Thank you.

17 THE COURT: If it's not done then you-all need
18 to gather up your goods and start getting ready to
19 move.

20 MR. BEESON: Yes, sir. Thank you very much.

21 THE COURT: And I'll entertain a writ of
22 assistance for the removal if you're not out of there
23 by the week end of the 1st of August.

24 MR. MASSALON: Thank you very much,
25 Your Honor.

1 MR. STORK: Your Honor, can I ask for a little
2 bit of clarification regarding the fees and costs
3 paid by Mr. Derbyshire? Does that include prior
4 publication fees and --

5 THE COURT: Yes. Whatever they are. I'm
6 assuming the next ones will be about the same. Then
7 I'll allow you to start advertising for the first
8 sale in August. Okay?

9 MR. STORK: Thank you, Your Honor.

10 MR. BEESON: Can I come give you a piece of
11 paper here?

12 THE COURT: You can hand it to the bailiff and
13 he will hand it to me. All right?

14 MR. BEESON: This was an offer I made on
15 June the 10th, sir.

24 MR. BEESON: Okay.

THE COURT: You're offering Chinese dinar

1 credits or whatever? Mr. Beeson, you're going to
2 need to be dealing with US currency. Okay? I saw
3 that in the prior letter.

4 MR. BEESON: I just wanted to make sure you
5 had that, Your Honor.

6 THE COURT: I've got it. I've got it. Thank
7 you, sir.

8 MR. BEESON: Yes, sir. Thank you very much.

9 THE COURT: Good luck to you.

10 MR. BEESON: Okay. You have a wondrous and
11 glorious and loving day, sir.

12 (The proceedings were concluded at 12:25 p.m.)

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1 State of South Carolina)
2)
2 County of Charleston) C E R T I F I C A T E
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3

4 I, Christine A. Smith, Court Reporter and
5 Notary Public for the State of South Carolina at
6 Large, do hereby certify that the foregoing
7 transcript is a true, accurate, and complete record.

8 I further certify that I am neither related to
9 nor counsel for any party to the cause pending or
10 interested in the events thereof.

11 Witness my hand, I have hereunto affixed my
12 official seal this 30th day of June, 2015 at
13 Charleston, Charleston County, South Carolina.

14

15

16



17 Christine A. Smith
18 Notary Public
19 My Commission Expires
20 May 12, 2021
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WARREN C. EVANS

Wayne County Sheriff



OFFICE OF THE SHERIFF

1231 ST. ANTOINE • DETROIT, MI 48226
TEL: (313) 224-2222 • FAX (313) 224-2367

MEMORANDUM OF LAW

TO: Sheriff Warren C. Evans

FROM: Kate Ben-Ami, Legal Counsel

RE: Federal law, commonly known as TARP Act, preempts state law governing foreclosure sales.

DATE: January 30, 2009

You have asked if state law authorizing local county sheriffs to conduct mortgage foreclosure sale is preempted by the "Emergency Economic Stabilization Act of 2008".

A. STATE LAW

M.C.L.A. Section 600.3216 states that "the sale shall be at public sale, between the hour of 9 o'clock in the forenoon and 4 o'clock in the afternoon, at the place of holding the circuit court within the county in which the premises to be sold, or some part of them, are situated, and shall be made by the person appointed for that purpose in the mortgage, or by the sheriff, undersheriff, or a deputy sheriff of the county, to the highest bidder."

*Please
TAKE
Note*

M.C.L.A. Section 600.3204 states that:

(1) A party may foreclose a mortgage by advertisement if all of the following circumstances exist:

(a) A default in a condition of the mortgage has occurred, by which the power to sell became operative.

(b) An action or proceeding has not been instituted, at law, to recover the debt secured by the mortgage or any part of the mortgage; or, if an action or proceeding has been instituted, the action or proceeding has been discontinued; or an execution on a judgment rendered in an action or proceeding has been returned unsatisfied, in whole or in part.

(c) The mortgage containing the power of sale has been properly recorded.

(d) The party foreclosing the mortgage is either the owner of the indebtedness or of an interest in the indebtedness secured by the mortgage or the servicing agent of the mortgage.

MEMO TO SHERIFF EVANS
Page Four

In Commonwealth of Pennsylvania v. Nelson, 350 U.S. 497, 76 S. Ct. 477, 100 L. Ed. 1462 (1956), Steve Nelson, an acknowledged member of the Communist Party, was convicted in the Court of Quarter Sessions of Allegheny County, Pennsylvania, of a violation of the Pennsylvania Sedition Act and sentenced to imprisonment for twenty years and to a fine of \$10,000 and to costs of prosecution in the sum of \$13,000. The Superior Court affirmed the conviction. 172 Pa.Super. 125, 92 A.2d 431. The Supreme Court of Pennsylvania, recognizing but not reaching many alleged serious trial errors and conduct of the trial court infringing upon respondents' right to due process of law, decided the case on the narrow issue of supersession of the state law by the Federal Smith Act.

In its opinion, the court stated:

'(t)his Court, in considering the validity of state laws in the light of federal laws touching the same subject, has made use of the following expressions: conflicting; contrary to; occupying the field; repugnance; difference; irreconcilability; inconsistency; violation; curtailment; and interference. But none of these expressions provides an infallible constitutional test or an exclusive constitutional yardstick. In the final analysis, there can be no one crystal clear distinctly marked formula.' Hines v. Davidowitz, 312 U.S. 52, 67, 61 S.Ct. 399, 404, 85 L.Ed. 581

The precise holding of the court, and all that was before it for review, is that the Smith Act of 1940, as amended in 1948, which prohibits the knowing advocacy of the overthrow of the Government of the United States by force and violence, supersedes the enforceability of the Pennsylvania Sedition Act which proscribes the same conduct.

It should be said at the outset that the decision in this case does not affect the right of States to enforce their sedition laws at times when the Federal Government has not occupied the field and is not protecting the entire country from seditious conduct. The distinction between the two situations was clearly recognized by the court below. Nor does it limit the jurisdiction of the States where the Constitution and Congress have specifically given them concurrent jurisdiction, as was done under the Eighteenth Amendment and the Volstead Act, 27 U.S.C.A., United States v. Lanza, 269 U.S. 377, 43 S.Ct. 141, 67 L.Ed. 314.

We examine these Acts only to determine the congressional plan. Looking to all of them in the aggregate, the conclusion is inescapable that Congress has intended to occupy the field of sedition. Taken as a whole, they evince a congressional plan, which makes it reasonable to determine that no room has been left for the States to supplement it. Therefore, a state sedition statute is superseded regardless of whether it purports to supplement the federal law. As was said by Mr. Justice Holmes in Charleston & Western Carolina R. Co. v. Varnville Furniture Co., 237 U.S. 597, 604, 35 S.Ct. 715, 717, 57 L.Ed. 1137;

'When Congress has taken the particular subject-matter in hand, coincidence is as ineffective as opposition, and a state law is not to be declared a help because it attempts to go farther than Congress has seen fit to go.'

I assert that the inescapable conclusion found in Commonwealth of Pennsylvania v. Nelson that Congress intended to occupy the field of sedition applies equally well in our current situation. Both the Smith Act and the TARP Act, taken as a whole, evince a congressional plan, which makes it reasonable to determine that no room has been left for the States to supplement it. The TARP Act occupies the field of mitigating foreclosures.

The Sheriff's continued performance of mortgage foreclosure sales, under the applicable statute, presents a serious danger of conflict with the administration of the federal TARP program.

D. PREEMPTION BY THE EMERGENCY AND ECONOMIC STABILIZATION ACT OF 2008, COMMONLY KNOWN AS THE "TROUBLED ASSET RELIEF PROGRAM" (TARP) ACT

Please
Note: By enacting TARP, the Congress has pre-empted the Michigan statute governing
mortgage foreclosures.

This } The Sheriff would violate the TARP Act by conducting mortgage foreclosure sales. It is likely that many of the assets involved in the foreclosure sales that the Sheriff is to conduct each Wednesday and Thursday afternoon are troubled assets that the Secretary has bought through the TARP framework. 12 U.S.C.A. Section 5219

On Wednesday and Thursday at 1:00 pm, the Sheriff is presented with 200-300 individual packets which each contain several sheets of paper. Each individual packet, containing several sheets of paper, is an individual homeowner's almost final disposition of his/her American Dream.

Note
This } The Sheriff conducts the foreclosure sale of each homeowner's (whose name appears on the sheets) mortgage by reading off the property address, the starting bid and rarely, sells the foreclosed mortgage to a person or company who has no interest in the bank, mortgage company or homeowner. After all of the individual packets have been through the sale process, the homeowners' mortgages are considered foreclosed, by virtue of the Sheriff sale, and are returned to the foreclosing mortgagees, assignees and servicing pools. MCLA Section 600.3216

This } It is clear that the Sheriff has absolutely no way of knowing which assets in the usually long list of mortgagees, assignees and servicing pools have been bought by the Treasury Secretary under the TARP Act. The Sheriff does not receive any statement(s) from mortgagees, assignees, servicing pools; employees of mortgagees, assignees, servicing pools; attorney(s) for the mortgagees, assignees, servicing pools; employees or agents of the attorney(s) for the mortgagees, assignees, servicing pools or any other possible representative of the mortgagees, assignees, servicing pools. MCLA Section 600.3204

This } *too* } The Sheriff opens himself up to liability by foreclosing mortgages, or assets as they are defined in the TARP Act, that have been bought by the Secretary.—Under Section 109, the Secretary was ordered to create a plan to mitigate foreclosures through loan modification and restructuring.

MEMO TO SHERIFF EVANS

Page Six

Note
All
This
Also

The potential liability would arise if the Sheriff, in his individual and official capacity as the constitutionally elected Sheriff of Wayne County and Wayne County, a duly constituted governmental corporation, forecloses a mortgage containing "troubled asset(s)", thereby violating a homeowner's right to loan modification, especially where the anticipated recovery on the principal outstanding obligation of the mortgage under the modification is likely to be greater than, on a net present value basis, the anticipated recovery on the principal outstanding obligation of the mortgage through foreclosure. 12 U.S.C.A. Section 5229

In Wayne County, almost all homeowners' facing foreclosure "anticipated recovery" on the principal outstanding obligation of their mortgage under the modification is likely to be greater than, on a net present value basis, the anticipated recovery on the principal outstanding obligation of the mortgage through foreclosure.

For all of the foregoing reasons, I opine that the local county Sheriff is preempted from holding mortgage foreclosure sales countywide, effective Wednesday, February 4, 2009.

This
LEGAL
OPINION
OF SHERIFF'S
LEGAL COUNSEL

7/4/06 '07

OATH OF OFFICE

STATE OF MICHIGAN | ss.
COUNTY OF WAYNE |

I, JAREN EVANS, do solemnly swear that I will support the constitution of the United States and the constitution of this state, and that I will faithfully discharge the duties of the office of:

WAYNE COUNTY SHERIFF

District _____ (If applicable)

Term ending JANUARY 1, 2005,

according to the best of my ability.

FILED
33 DATE N.C.L.A
LAW SEE
20/3/07

Subscribed and sworn to before me this

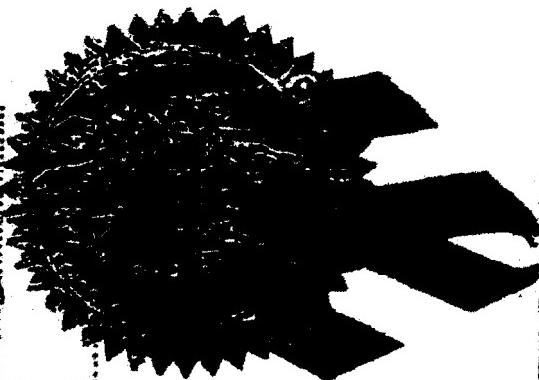
20th day of DECEMBER A.D. 2002.


CATHY M. GARRETT

WAYNE COUNTY CLERK

Title


Wayne County Sheriff
Signature



I, BENNY N. NAPOLEON, do solemnly swear that I will support the constitution of the United States and the constitution of this state, and that I will faithfully discharge the duties of the office of:

WAYNE COUNTY SHERIFF

District.....

(If applicable)

term ending.....

DECEMBER 31, 2010

, according to the best of my ability.

Subscribed and sworn to before me this

24th day of JULY A.D. 2009

Cathy M. Garrett

CATHY M. GARRETT

WAYNE COUNTY CLERK

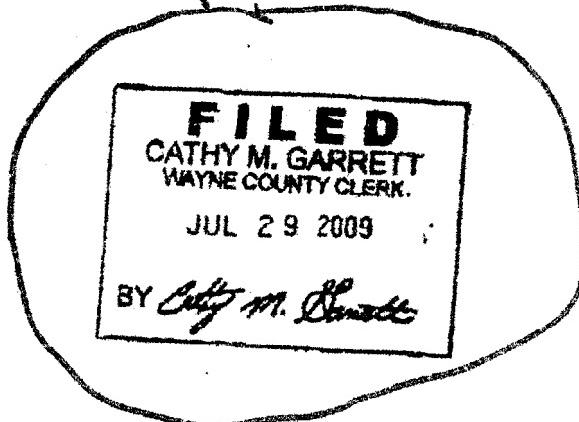
Title

Benny N. Napoleon

Signature

The Sheriff
HAD (10) TEN DAYS
TO TAKE AND TIMELY
FILE HIS OATH OF OFFICE
From June 06, 2009

filed LATE
From June 06, 2009
SEE M.C.L.A
201.3(7)



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News

Lawsuit: Wayne County foreclosures were illegal

Published: Thursday, November 05, 2009

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DETROIT (AP) — A lawyer who has filed a proposed class-action lawsuit says tens of thousands of foreclosures in Wayne County are unlawful because sheriffs did not follow state law when they conducted foreclosure auctions.

The suit filed in federal court by Bloomfield Hills attorney Paul Nicoletti seeks to set aside the foreclosures of 46 plaintiffs in Wayne County and potentially hundreds of thousands of others statewide.

The suit claims former Wayne County Sheriff Warren Evans was required by law to sign the sheriff's deeds. But, as in most Michigan counties, the undersheriff signed.

Nicoletti tells The Detroit News it's a "hyper-technical argument, but it's due process."

Evans, now Detroit police chief, and current Wayne County Sheriff Benny Napoleon declined comment.

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Comments

The following are comments from the readers. In no way do they represent the view of The Oakland Press or theoaklandpress.com.

na wrote on Nov 5, 2009 8:08 AM:
" If we cancelled half the lawyer licenses
in the country would anyone really notice? "

Oakland Press (theoaklandpress.com), Serving Oakland County

News

Lawsuit: Wayne County foreclosures were illegal

Thursday, November 5, 2009

DETROIT (AP) — A lawyer who has filed a proposed class-action lawsuit says tens of thousands of foreclosures in Wayne County are unlawful because sheriffs did not follow state law when they conducted foreclosure auctions.

The suit filed in federal court by Bloomfield Hills attorney Paul Nicoletti seeks to set aside the foreclosures of 46 plaintiffs in Wayne County and potentially hundreds of thousands of others statewide.

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Nicoletti tells The Detroit News it's a "hyper-technical argument, but it's due process."

Evans, now Detroit police chief, and current Wayne County Sheriff Benny Napoleon declined comment.

URL: <http://www.theoaklandpress.com/articles/2009/11/05/news/doc4af2be8c0c9cc498247552.prt>

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MEMO TO SHERIFF EVANS
Page Two

(2) If a mortgage is given to secure the payment of money by installments, each of the installments mentioned in the mortgage after the first shall be treated as a separate and independent mortgage. The mortgage for each of the installments may be foreclosed in the same manner and with the same effect as if a separate mortgage were given for each subsequent installment. A redemption of a sale by the mortgagor has the same effect as if the sale for the installment had been made upon an independent prior mortgage.

(3) If the party foreclosing a mortgage by advertisement is not the original mortgagee, a record chain of title shall exist prior to the date of sale under section 3216 evidencing the assignment of the mortgage to the party foreclosing the mortgage.

These two sections of the Revised Judicature Act of 1961 govern the Sheriff's conduct of mortgage foreclosure sales.

Please
Note →

B. FEDERAL LAW

On October 3, 2008, the U.S. Congress enacted the "Emergency Economic Stabilization Act of 2008" into law. Its purpose is to provide authority to the Treasury Secretary to restore liquidity to the U.S. Financial system and to ensure the economic well being of Americans. (Emphasis supplied) 12 U.S.C.A. 5219 et. seq.

Title I of the Act authorizes the Secretary to establish a Troubled Asset Relief Program (T.A.R.P.) to purchase troubled assets from financial institutions.

Section 109 addresses foreclosure mitigation efforts. It states that for mortgages and mortgage-backed securities acquired through TARP, the Secretary must implement a plan to mitigate foreclosures and to encourage servicers of mortgages to modify loans through Hope for Homeowners and other programs. Additionally, the Secretary may use loan guarantees and credit enhancements to avoid foreclosures.

The Secretary is required to coordinate with federal entities that hold troubled assets in an effort to identify opportunities to modify loans, especially where the anticipated recovery on the principal outstanding obligation of the mortgage under the modification is likely to be greater than, on a net present value basis, the anticipated recovery on the principal outstanding obligation of the mortgage through foreclosure.

Clearly, in a City and County where 18% of all homes are abandoned due to foreclosure, the TARP's federal mandate to mitigate foreclosures is welcomed with open arms.

The TARP's purpose to mitigate foreclosures is highlighted in many sections of the law:

- ❖ Section 2. PURPOSES: The purposes of this Act are ...to protect home values and preserve homeownership...

- ❖ Section 103. CONSIDERATIONS (3): In exercising the authorities granted in this Act, the Secretary shall take into consideration the need to help families keep their homes and to stabilize communities....
- ❖ Section 104. FINANCIAL STABILITY OVERSIGHT BOARD: There is established the Financial Stability Oversight Board, which shall be responsible for (B) reviewing the effect that programs developed under this Act have in assisting Americans families in preserving home ownership....
- ❖ Section 116.OVERSIGHT AND AUDITS (a): The Comptroller General of the United States, shall upon establishment of the TARP, commence ongoing oversight of the ... (A) performance of the TARP in meeting the purposes of this Act, particularly (i) foreclosure mitigation... and
- ❖ Section 125. CONGRESSIONAL OVERSIGHT PANEL (a): The Oversight Panel shall submit regular reports to the Congress, to include... (iv) the effectiveness of the foreclosure mitigation efforts....

Please
Note: *C. FEDERAL PREEMPTION

The United States Supreme Court has set forth three tests that it uses to determine if a state statute has been pre-empted or superseded:

- Whether the scheme of federal regulation is so pervasive as to make reasonable the inference that Congress left no room for the states to supplement it; *Wisconsin Public Intervenor v. Mortier*, 501 U.S. 597, 111 S. Ct. 2476, 115 L. Ed. 2d 532, 33 Env't Rep. Cas. (BNA) 1265, 21 Envtl. L. Rep. 21127 (1991); *Siegel v. American Sav. & Loan Ass'n*, 210 Cal. App. 3d 953, 258 Cal. Rptr. 746 (1st Dist. 1989)
- Whether the federal statutes touch a field in which the federal interest is so dominant that the federal system must be assumed to preclude enforcement of state laws on the same subject; *Com. of Pa. v. Nelson*, 350 U.S. 497, 76 S. Ct. 477, 100 L. Ed. 640 (1956), reh'g denied, 351 U.S. 934, 76 S. Ct. 785, 100 L. Ed. 1462 (1956) (involving the question whether the federal Smith Act superseded a state sedition statute, which question was answered in the affirmative) and
- Whether enforcement of the state statute presents a serious danger of conflict with the administration of the federal program; *Com. of Pa. v. Nelson*, 350 U.S. 497, 76 S. Ct. 477, 100 L. Ed. 640 (1956), reh'g denied, 351 U.S. 934, 76 S. Ct. 785, 100 L. Ed. 1462 (1956); *People v. Giese*, 95 Misc. 2d 792, 408 N.Y.S.2d 693 (Sup. Ct. 1978), order aff'd, 68 A.D.2d 1019, 414 N.Y.S.2d 947 (2d Dep't 1979).

2009 OCT 13 PM 3:35

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J. Youngblood
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 October 13, 2009 03:39 PM
 Liber 48164 Page 783-790
 #209345342 SHO FEE \$38.00



275185F01 Loshbough - FC R

SHERIFF'S DEED ON MORTGAGE SALE

Ralph Leggat

This Indenture Made this 30th day of September A.D. 2009, between, Deputy Sheriff in and for Wayne County, Michigan, whose address is 1231 Saint Antoine St Detroit, Michigan 48226-2300, party of the first part, and JPMorgan Chase Bank, National Association, as purchaser of the loans and other assets of Washington Mutual Bank, formerly known as Washington Mutual Bank, FA (the "Savings Bank") from the Federal Deposit Insurance Corporation, acting as receiver for the Savings Bank and pursuant to its authority under the Federal Deposit Insurance Act, 12 U.S.C. § 1821(d), whose address is 7255 Baymeadows Way # JAXA2035, Jacksonville, FL 32256-6851, party of the second part (hereinafter called the grantee).

WITNESSETH, That Whereas a certain mortgage made by Peggy-Lee Loshbough, A Single Woman, original mortgagor(s), to Stratford Funding Incorporated, Mortgaggee, dated October 21, 2002, and recorded on November 15, 2002 in Liber 37211 on Page 951, and assigned by said Mortgagor to JPMorgan Chase Bank, National Association, as purchaser of the loans and other assets of Washington Mutual Bank, formerly known as Washington Mutual Bank, FA (the "Savings Bank") from the Federal Deposit Insurance Corporation, acting as receiver for the Savings Bank and pursuant to its authority under the Federal Deposit Insurance Act, 12 U.S.C. § 1821(d) as assignee as documented by an assignment dated October 21, 2002 recorded on March 18, 2003 in Liber 37960 on Page 851, in Wayne county records, Michigan and

WHEREAS, said mortgage contained a power of sale which has become operative by reason of a default in the condition of said mortgage, and

WHEREAS, no suit or proceedings at law or in equity have been instituted to recover the debt secured by said mortgage or any part thereof, and

WHEREAS, by virtue of said power of sale, and pursuant to the statute of the State of Michigan in such case made and provided, a notice was duly published and a copy thereof was duly posted in a conspicuous place upon the premises described in said mortgage, that the said premises, or some part of them, would be sold at 1:00 PM on the 16th day of September A.D. 2009 (sale adjourned from September 16, 2009 to September 30, 2009), at public vendue, that being the place of holding the Circuit Court for Wayne County where the premises are situated and

WHEREAS, pursuant to said notice I did, at on the day last aforesaid, expose for sale at public vendue the said lands and tenements hereinabove described, and on such sale did strike off and sell the said lands and tenements to the grantee for the sum of Sixty-Two Thousand Three Hundred Thirty-Four And 56/100 Dollars (\$62,334.56), that being the highest bid therefore and the grantee being the highest bidder, and

WHEREAS, said lands and tenements are situated in the City of Westland, Wayne County, Michigan, more particularly described in exhibit A, attached and commonly known as:

8327 Donna St

Property Tax Parcel ID 56-005-04-0029-000

This property may be located within the vicinity of farmland or a farm operation. Generally, accepted agricultural and management practices, which may generate noise, dust, odors, and other associated conditions, may be used and are protected by the Michigan Right to Farm Act.

Now, this Indenture Wimesseth, That I, the Deputy Sheriff aforesaid, by virtue of and pursuant to the statute in such case made and provided, and in consideration of the sum of money so paid as aforesaid, have granted, conveyed, bargained and sold, and by this deed do grant, convey, bargain and sell unto the grantee, its successors and assigns, forever, all the estate, right, title and interest, which the said Mortgagor(s) had in said land and tenements and every part thereof, on the 21st day of October A.D. 2002, that being the date of said mortgage, or at any time thereafter, to have and to hold the said lands and tenements and every part thereof to the said grantee, its successors and assigns forever, to their sole and only use, benefit and behoof forever, as fully and absolutely as I, the Deputy Sheriff aforesaid, under the authority aforesaid, might, could or ought to sell the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the date and year first above written.

Note
Signature

Ralph Leggat
Deputy Sheriff in and for the County of Wayne

STATE OF MICHIGAN
COUNTY OF WAYNE

On this 30th day of September A.D. 2009, before me, a Notary Public in and for said County of Wayne came Ralph Leggat, a Deputy Sheriff of said County, known to me to be the individual described in and who executed the above conveyance, and who acknowledged that he executed the same to be his free act and deed as such Deputy Sheriff.

George H. George
Notary Public, Wayne County
State of Michigan
Notary Public, Wayne County, Michigan Expires June 8 2012
My commission expires
Acting in the county of Wayne

THIS INSTRUMENT IS EXEMPT FROM MICHIGAN TRANSFER TAX UNDER MCLA 207.508(e); MCLA 207.526(e); MCLA 207.526(h)(1)

~~ORDER~~

Larry L. Fairchild v Buena Vista Charter Township

Docket # 190310

L.C. # 95-7000 CZ

Michael J. Kelly

Presiding Judge

Michael R. Smolenski
William J. Givens

Judges

Pursuant to MCR 7.214(E) and 7.216(A)(T), the Court dispenses with oral argument. REVERSES the Saginaw Circuit Court's order for summary disposition in this cause, and REMANDS to the Saginaw Circuit Court for further proceedings consistent with this order. Michigan jurisprudence has never recognized immunity on behalf of a city, village, township, county or any administrative division thereof from liability for trespass on private property, whether the trespass be of long or short duration. *Herr v Chippewa County Road Commissioners*, 368 Mich 263, 272-273 (1962). The Fourth Amendment authorizes a person in plaintiff's position, as proprietor of a business, other than one pervasively regulated, such as trafficking in alcoholic liquors, *Colorado Catering Corp v United States*, 397 US 72; 90 S Ct 774; 25 L Ed 2d 60 (1970); or firearms, *United States v Biswell*, 406 US 311; 92 S Ct 1593; 32 L Ed 2d 87 (1972), to bar governmental agents, including inspectors carrying out police power functions to protect public health and safety, from his property, *Camara v Municipal Court of the City and County of San Francisco*, 387 US 523; 87 S Ct 1727; 18 L Ed 2d 930 (1967); *Seo v City of Seattle*, 387 US 541; 87 S Ct 1737; 18 L Ed 2d 943 (1967), in the absence of either a property issued administrative search warrant or a search warrant otherwise issued on probable cause. *Marshall v Barlow's, Inc.*, 436 US 307; 98 S Ct 1814; 56 L Ed 2d 303 (1978); *Dowdow v Dewey*, 452 US 594; 101 S Ct 2534; 69 L Ed 2d 262 (1981). Common law and constitutional principles of governmental or sovereign immunity have never permitted government agents to commit trespasses in violation of property rights. *Little v Barnes*, 2 Cranch (6 US) 170; 2 L Ed 243 (1804); *Wise v Withers*, 3 Cranch (7 US) 331; 2 L Ed 457 (1806); *Osborn v Bank of United States*, 9 Wheat (22 US) 738; 6 L Ed 204 (1824); *Mitchell v Harmony*, 13 How (54 US) 115; 14 L Ed 75 (1852); *Bates v Clark*, 93 US 204; 24 L Ed 471 (1877). Under the Federal Tort Claims Act similarly, federal law enforcement officers who generally enjoy absolute immunity from tort liability may nonetheless be held liable for damages for the tort of trespass. *Block v Sheraton Corp of America*, 184 US App DC 46, 564 F2d 531, 541 (1977). Accordingly, plaintiff's complaint facially pleads a viable cause of action for trespass as a constitutional tort. *Smith v Department of Public Health*, 428 Mich 540 (1987).

This Court retains no further jurisdiction.

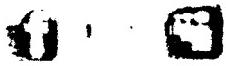
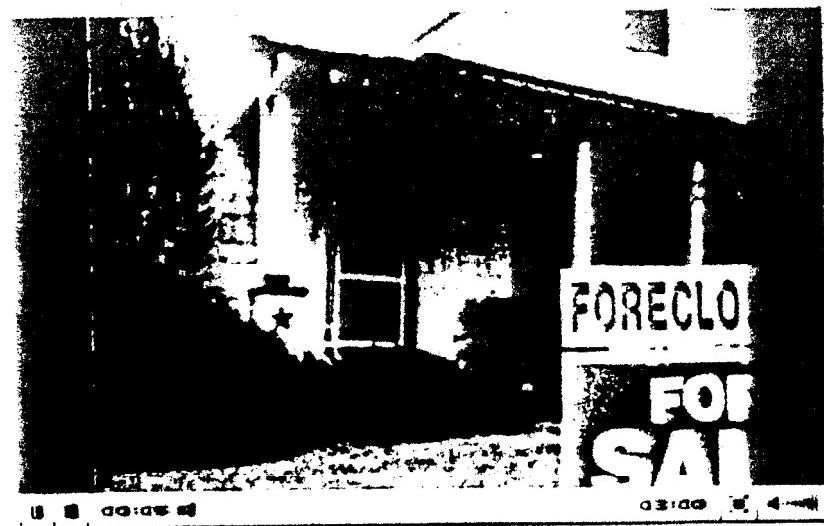
A true copy entered and certified by Ella Williams, Chief Clerk, on



July 24, 1997 Ella Williams

Date

Chief Clerk



APPOINTMENT OF SPECIAL DEPUTY SHERIFF

TO WHOM THESE PRESENT MAY COME: GREETINGS

By virtue of the power vested in me by the statute, in such case made and provided, I, Daniel Pfannes, Under Sheriff of the County of Wayne, do hereby appoint:

RALPH LEGGAT

SPECIAL DEPUTY SHERIFF during the year ending December 31, 2012 to do particular acts and limited to the following, to wit:

(Here set forth specific duties): To act as auctioneer to hold all Sheriff's sales; issue deeds; adjourn Sheriff's sales and perform related work; levy on real estate by virtue of Writs of Execution; Writs of Attachment, Court Orders; record said levies; release said levies; file and endorse Returns of Writs of Execution, Attachment, Court Orders and perform related work; advertise real estate for sale.

Note
This
signature
UNDER
Sheriff

DANIEL PFANNES
UNDERSHERIFF OF WAYNE COUNTY

WARREN C. EVANS
SHERIFF OF WAYNE COUNTY

OATH OF SPECIAL DEPUTY SHERIFF

STATE OF MICHIGAN
COUNTY OF WAYNE

Note

Signture
of Sheriff
Defacto WARREN
EVANS

I, RALPH LEGGAT, do solemnly swear that I will support the Constitution of the United States, and the Constitution of Michigan, and that I will faithfully discharge the duties of Special Deputy Sheriff in and for the County of Wayne, State of Michigan, to the best of my ability, so help me God.

RALPH LEGGAT
NAME (Print)

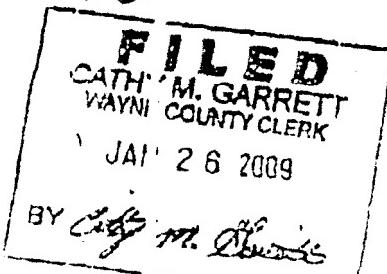
Ralph Leggat
Signature

25382
EMPLOYEE ID#
9890 SELTZER

LIVONIA, MICH. 48150-3252
CITY STATE ZIP

Subscribed and sworn to before me
This 5th of July, A.D., 2009
Lakeisha Solomon
Notary Public, Wayne County, Michigan

My Commission Expires: 9/8/2014
Form 1-30A



L. Ketaha Solomon
Notary Public, Wayne County, MI
My Commission Expires 09/08/2014



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Benny Napoleon Wayne County Sheriff?

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July 24th, 2009, 12:26 PM Note DATE
313WX

Benny Napoleon Wayne County Sheriff?

That's the news via Frankie Darcell. Can anyone confirm this?

Last edited by 313WX: July 24th, 2009 at 12:29 PM.

July 24th, 2009, 12:29 PM Note DATE
Danny



The DetroitYES Project
Created by Lowell Boileau



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Benny Napoleon is one of those post Coleman Young, Post Archer era Detroit law enforcement leader let fire for not keeping the Detroit Police Dept. in control to any response from violent crimes in the ghettos.

I will not vote for him.

I want new leadership in Detroit.

July 24th, 2009, 12:29 PM

Detroitnerd

It's "Benny N. Napoleon." You in a hurry? ☺

July 24th, 2009, 12:33 PM

Detroitnerd

Yeah, I'm sick of all the retreads too. We need a bigger broom.

July 24th, 2009, 12:38 PM

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Sheriff



Michigan
State
Police
Department

With more than 34 years experience in law enforcement, Benny N. Napoleon considers his role as the Sheriff of Wayne County as his most important assignment to date. The Wayne County Sheriff's Office is the second largest law enforcement agency in Michigan, with more than 1,200 officers among its ranks. Its mission is to protect and serve the citizens of Wayne County by serving as a regional law enforcement resource to the county's 43 local police departments.

In addition to providing safe and secure jail bed space for more than 2,600 inmates, the department also provides critical services to all of its communities, including fugitive apprehension, internet investigations, border enforcement, child rescue, and drug and prostitution enforcement. Many of these programs serve as blueprints for excellence and are mirrored by other jurisdictions.

The Sheriff's goal is to make Wayne County and all of its communities as safe as possible. To that end, Sheriff Napoleon seeks partnerships whenever possible with other law enforcement agencies and the public to help make that happen.

As the agency moves forward under Sheriff Napoleon's leadership, he hopes not only to maintain those programs functioning at the highest levels, but to enhance additional protocols so that all of the stakeholders served by the Wayne County Sheriff enjoy the highest quality of life possible.

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http://www.waynecounty.com/mygovt/sheriff/sheriff_bio.aspx

Note
Note
6/18/2011

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Sheriff of Wayne County

Sheriff

Welcome to the official Website for the Wayne County Sheriff's Office. The purpose of this site is to inform you of the many different ways our dedicated officers are working to keep your community safe, and to provide you some tools to protect yourself and your family.

We also welcome your comments, crime tips and questions to help us better serve you. Our Website is always changing, so come back often to see what's new.

Thanks for stopping by, and stay safe!



Benn

Sheriff's Office NEWS

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- [12/02/09 Wayne County Sheriff's Office Kicks Off "No Child Without A Christmas" Campaign](#)
- [12/02/09 Wayne County Sheriff Benny Napoleon, MADD Want Motorists To Be Safe For The Holidays](#)
- [12/02/09 Sheriff Benny N. Napoleon Honored For Efforts In Addressing Mental Health Issues And Incarceration](#)
- [12/02/09 Wayne County Sheriff's Office Kicks Off "No Child Without A Christmas" Campaign](#)
- [11/11/09 Wayne County Sheriff Benny Napoleon Busts Scammer Preying On Local Senior](#)
- [11/02/09 Wayne County Sheriff Benny Napoleon Conducts Successful 3-Day Tether Sweep](#)
- [11/01/09 Wayne County Office Loses One Of Its Own](#)
- [10/06/09 Sheriff Benny N. Napoleon Promotes Lieutenants And Sergeants](#)
- [10/02/09 Wayne County Sheriff's Marine Unit Rescues Two After Boat Capsizes.](#)
- [10/01/09 Deputies Arrest 28-Year-Old Man Who Exposed Himself, Seeking Sex With A 13-Year-Old Girl.](#)

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Note
DATE

6/18/2010

STATE OF MICHIGAN } ss.
COUNTY OF WAYNE }

I, BENNY N. NAPOLEON, do solemnly swear that I will support the constitution of the United States and the constitution of this state, and that I will faithfully discharge the duties of the office of:

WAYNE COUNTY SHERIFF District.....
term ending..... DECEMBER 31, 2010....., according to the best of my ability.

(If applicable)

Subscribed and sworn to before me this

Note
DATE

24th day of JULY A.D. 2009

Cathy M. Garrett
CATHY M. GARRETT

B.N. Napoleon
Signature

WAYNE COUNTY CLERK

Title

Hon. BENNY NAPOLEON
FILED HIS OATH
OF OFFICE ON

1
29 July
+ 24 June
DAYS
Filed - 53 LATE

From His Appointment
on June 06, 2009
PLEASE See M.C.L.A 201.3(7)

